

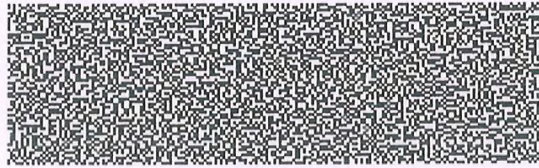


INDIA NON JUDICIAL

Government of Karnataka

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Certificate No. : IN-KA46696056872486W
Certificate Issued Date : 21-Oct-2024 04:52 PM
Account Reference : NONACC (FI)/ kaksfcl08/ JAYANAGAR10/ KA-JY
Unique Doc. Reference : SUBIN-KAKAKSFCL0838198403908734W
Purchased by : GGIRHR PVT LTD
Description of Document : Article 5(J) Agreement (in any other cases)
Property Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : GGIRHR PVT LTD
Second Party : SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION
Stamp Duty Paid By : GGIRHR PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

Memorandum of Understanding

This memorandum of understanding is made and entered into, on this 7th day of October, 2024 By and Between

GarbhaGudi Institute of Reproductive Health and Research Private Limited (GGIRHR), a company incorporated under the Companies Act, 1956 and having its registered office at #26, 1st Floor, Patalamma Temple Street, South End Circle, Basavanagudi, Bengaluru, Karnataka 560004, represented herein by **CEO**, duly authorized by the company (hereinafter referred to as the "**GGIRHR**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, legal representatives and permitted assigns), First Party

and

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website/ Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Sri Siddhartha Academy of Higher Education (UNIVERSITY), located at Agalakote, B.H. Road, Tumkur, Karnataka 572107, an esteemed educational institution, represented herein by **Registrar**, duly authorized by the University (hereinafter referred to as the "**University**", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest, Legal representatives and permitted assigns), Second Party.

The Memorandum of Understanding (MOU) is

1. Objectives:

- a. The objective of the MOU is to enter into an industry-academia partnership which will assist and guide for On-The-Job (OTJ) Training, Knowledge Transfer, Learning and Skill building of the selected candidates/fellows/participants/students/youths who have been enrolled into below mentioned programs offered by the **University** in association with **GGIRHR**. GGIRHR will provide the necessary support to revive the existing embryology laboratory for student use as a mock lab at Sri Siddhartha Academy of Higher Education, designated as a Center of Excellence. Any investment for the revival will be borne by the university. The OTJ location may include all the centres of GarbhaGudi IVF (parent company of GGIRHR) and/or the training centre of **GGIRHR**.
- b. This is non-exclusive, allowing the University to collaborate with other entities and permitting GGIRHR to engage with additional partners.
- c. There are multiple avenues for academic collaboration between the 2 parties and the scope of the same is elucidated as below.

2. Validity of the Agreement:

This MOU is valid for three Years from the date of signing the agreement

I. **MSc in Clinical Embryology**

The intent is to build one of the nation's best Clinical Embryology programs in association with GGIRHR, and both parties agree. To accomplish this, the first step is to introduce the concept of clinical embryology in the proposed MSc program of the University with the title – MSc in Clinical Embryology.

The university will be responsible for the enrolment, onboarding of students, and University will be responsible for conduct of classes (theory) per curriculum, examinations, assessment and certificate issue. GGIRHR will be responsible for hands-on experience in the mock lab and observership (practical) per curriculum / program design. Refer to the program specific Annexure-A for working and other details.

II. **Non-Resident Fellowship in Infertility**

This 12-month hybrid combines both online and in-person learning. Students participate in virtual classes and complete coursework online while also attending face-to-face sessions for observership (practical), hands-on experience, discussions, or labs) program is designed for only Obstetrician-Gynaecologists across the world and helps candidates/participants become certified consultants to practice reproductive medicine, specializing in infertility, in association with GGIRHR. The extensive training in infertility by well-qualified faculties equips aspiring doctors with tremendous knowledge and practical exposure through observations of advanced techniques and major procedures like IUIs, ovum pickups, embryo transfers, etc. The credits offered for the above program have to match University guidelines and classes/sessions will be conducted by GGIRHR.



The university and/or GGIRHR will be responsible for the enrolment, onboarding of students, and the University will be responsible for examinations at a mutually agreed party location, assessment and certificate issue. Everything else will be managed by GGIRHR per University guidelines. Refer to the program-specific Annexure-B for working and other details.

III. Fellowship in Reproductive Medicine

This 12-month program is a Fellowship in Reproductive Medicine designed for gynaecologists interested in specializing in infertility medicine, in association with GGIRHR. The extensive training in infertility by well-qualified faculties equips aspiring gynaecologists with tremendous knowledge and hands-on exposure to observations of advanced techniques and major procedures. The credits offered for the above program have to match University guidelines and classes/sessions will be conducted by GGIRHR.

The university and/or GGIRHR will be responsible for the enrolment, onboarding of students, and the University will be responsible for examinations at a mutually agreed party location, assessment and certificate issue. Everything else will be managed by GGIRHR per University guidelines. Refer to the program-specific Annexure-C for working and other details.

IV. Fellowship in Clinical Embryology

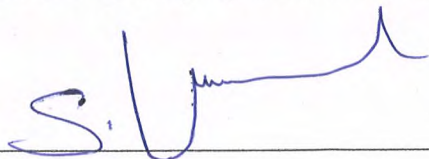
This 12-month Fellowship in Clinical Embryology is a comprehensive program designed to provide advanced training in the field of assisted reproductive technology (ART), to gain advanced training in various clinical embryology techniques, including Intra-Cytoplasmic Sperm Injection (ICSI), Vitrification, and Embryo Biopsy in association with GGIRHR. The credits offered for the above program have to match University guidelines and classes/sessions will be conducted by GGIRHR.

The university and/or GGIRHR will be responsible for the enrolment, onboarding of students, and the University will be responsible for examinations at a mutually agreed party location, assessment and certificate issue. Everything else will be managed by GGIRHR per University guidelines. Refer to the program-specific Annexure-D for working and other details.

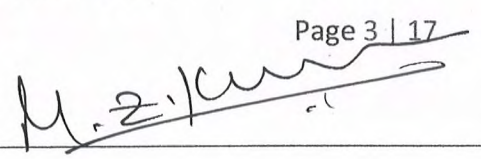
V. Ph.D in Clinical Embryology

A Doctor of Philosophy brings comprehensive program in building Clinical Embryology capacity, and is an advanced research degree focused on the study of human reproduction, fertility, and embryonic development. The program explores topics such as assisted reproductive technologies (ART), in vitro fertilization (IVF), cryopreservation, genetic screening, and the ethical considerations surrounding reproductive medicine. Candidates conduct in-depth research to contribute to the development of new techniques and advancements in the field of clinical embryology. Opportunity assists to pursue excellence in reproductive medicine, clinical embryology, research involving in protocol designing, conducting, monitoring, data collection and data analysis, clinical practice, and/or leadership roles in fertility clinics and biomedical research institutions. The credits offered for the above program have to match the university guidelines and classes/sessions will be conducted by GGIRHR.

The university will be responsible for the enrolment, and onboarding of students, and the University will be responsible for examinations at a mutually agreed party location, assessment, and certificate issue. Refer to the program specific Annexure-E for working and other details.



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VI. IVF Preceptor Program - Certified Fertility Specialist

The primary objective of this training program is to focus on reproductive medicine, endocrinology, endoscopy, and related fields. Our design and goal to expand reach of this compact 3 or 6 months program to equip Obstetrician-Gynaecologists with the knowledge, appropriate skills needed to manage and treat the increasing incidences of sub-fertility and infertility. This includes addressing the needs of sub-fertile and infertile couples in metro (Tier-1), non-metro (Tier-2), and rural (Tier-3 and beyond) settings through medical interventions, assisted reproductive technologies (ART) such as in-vitro fertilization (IVF), reproductive endocrinology, and fertility-enhancing surgeries. The credits offered for the above program have to match University guidelines and classes/sessions will be conducted by GGIRHR.

The university and/or GGIRHR will be responsible for the enrolment, onboarding of students, and University will be responsible for examinations on simulator at a mutually agreed party location, assessment and certificate issue. Everything else will be managed by GGIRHR. Refer to the program-specific Annexure-F for working and other details.

VII. Certificate Program in Mastering Egg Pick-up

Our Hybrid Hi-Fidelity Medical Training Simulator program is designed to offer Obstetrician-Gynaecologists with world's first European Society of Human Reproduction and Embryology (ESHRE) guideline. It is enabled with Artificial intelligence (AI) and Virtual Reality (VR) simulator to provide immersive experimental learning, hi-fidelity training with 8-DOF haptics and AI powered CoP learning platform for mastering egg pickups process in assisted reproduction. The credits offered for the above program have to match University guidelines and classes/sessions will be conducted by GGIRHR.

The university and/or GGIRHR will be responsible for the enrolment, onboarding of students, and the University will be responsible for examinations on simulator at a mutually agreed party location, assessment and certificate issue. Everything else will be managed by GGIRHR. Refer to the program-specific Annexure-G for working and other details.

VIII. Certificate Program in TVS Ultrasound Scans

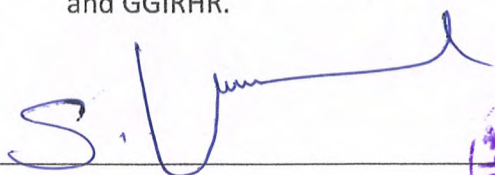
The TVS (Transvaginal Ultrasound) Ultrasound Scan program is provided to offer a comprehensive and advanced training program for Obstetrician-Gynaecologists. The credits offered for the above program have to match University guidelines and classes/sessions will be conducted by GGIRHR.

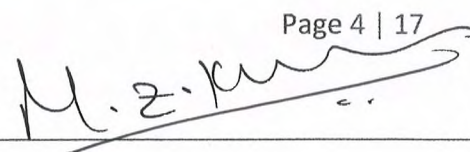
University and/or GGIRHR will be responsible for the enrolment, onboarding of students, and University will be responsible for examinations on simulator at a mutually agreed party location, assessment and certificate issue. Everything else will be managed by GGIRHR. Refer to the program specific Annexure-H for working and other details.

IX. Research Activities

There are multiple avenues for collaboration between both organizations for research work. Some of them are

- Students who are taking part in PhD program from the University and who are interested in doing their research work in the field of infertility and clinical embryology, can work with GGIRHR. The commercial arrangement for this will have to be agreed between the student and GGIRHR.



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- Staff or faculty of GarbhaGudi who are interested in doing their PhD or post-doctoral studies can work with the University, as University has the required approvals and faculty to support such studies. The interested faculty members can get enrolled as per the University rules and regulations for their career advancement and conduct their research work at GGIRHR
- Postgraduate (PG) students can work with GGIRHR for their research papers
- Both parties can also work with other 3rd party research organizations or private organizations for collaborative research work. Details of such programs can be elaborated for each project, clearly outlining the roles, responsibilities and the budgets therein.
- Refer to the program specific Annexures for working and other details.

The purpose is also to facilitate and create a pool of qualified job-ready resources, who will meet the industry-specific requirements of laboratory technologists, embryologists, fertility specialists, sonology or related disciplines and facilitate the research scholars to take the industry-relevant projects and come up with the innovative solutions/patents.

In line with the national priority of skill development for employability, this innovative model will help to address the issues of unemployment and fulfil the requirements of Industry.

3. Definitions and Interpretation

3.1 Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, the capitalized terms used in this MOU shall have the following meanings:

- a. **"Trainee"** means a person who has enrolled in UNIVERSITY's offered program is at least 18 (Eighteen) years of age.
- b. **"Training"** means technical teaching (conducted in Skill lab-UNIVERSITY/UNIVERSITY/GGIRHR), non-technical (conducted at conference room/classroom/online/virtual classroom), and on-the-job practical training (conducted at GGIRHR/in field) in the designated industry to be assisted and guided by the GGIRHR to the Trainees.

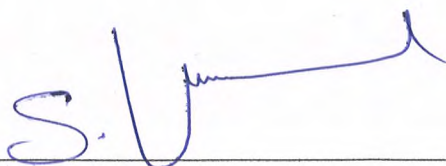
4. Responsibility:

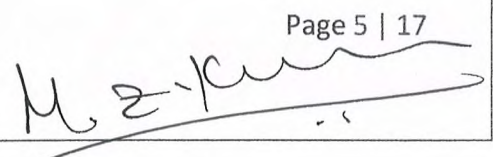
4.1 Joint Responsibilities of the signing partners:

- UNIVERSITY will form a Joint Curriculum Committee consisting of up to three members from UNIVERSITY, two members from GGIRHR, one member from IVF Industry, and one Subject Expert. The objective of the committee is to develop the curriculum in line with the progressive pathways for the trainees and map it according to UGC or applicable regulations.

4.2 Responsibility of GGIRHR

- With support from the **University**, **GGIRHR** shall endeavour to appoint the Program Manager/Nodal Officer who will look after all the affairs of the Program.
- With support from the **University**, **GGIRHR** shall endeavour to train the trainees and assist and guide them on-the-job training as per the requirements of the **University Policy as per Norms**.
- GGIRHR shall provide a quarterly report of all the activities to the leadership team of SSAHE. This can be followed up with a meeting to discuss any open topics, areas of improvement, and expansion.





4.3 Responsibility of the UNIVERSITY

- Shall appoint a dedicated Nodal Officer/Program Manager to lead the program from the Program faculty.
- Shall participate in the quarterly meetings to resolve open topics and also to identify expansion possibilities

5. Payments:

- For the international and national candidates/fellows/students/participants identified and enrolled by GGIRHR, the university fellowship fee and/or affiliation fee of 13% will be processed by GGIRHR within 30 days from the date of enrolment.
- Applicable TDS will be deducted at the time of payment as per statutory requirements. However, if the university is able to produce a TDS exemption certificate issued by the IT department specifically mentioning GGIRHR, TDS will not be deducted. In case TDS is deducted, the university may claim it from the IT department
- The theory & practical's examination fee regarding hands-on experience for the masters in clinical embryology program - mock lab and observership will be processed by the UNIVERSITY constituent college Sri Siddhartha Medical College, Tumkur within 30 days from the date of enrolment in the program.

6. Eligibility for Programs

- For the Fellowships, Ph.D., undergraduate (UG) and postgraduate (PG) programs, the eligibility criteria shall be as per university norms
- For the certificate programs, the eligibility criteria shall be as per GGIRHR norms and will be ratified by the University
- For research activities/work, the eligibility will be based on university norms.

7. Intellectual Property Rights

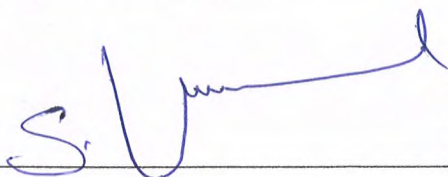
During the term of this agreement, the possibilities of any IP being generated is rather limited as this is an academic exercise. In case, any IP is being generated, the concerned party shall discuss the same with the other party and execute a different and separate agreement for the IP rights sharing and ownership. Any generated IP without a different and separate agreement can be assumed to be shared between the 2 parties in the ratio of the effort that is put in to generate such specified IP.

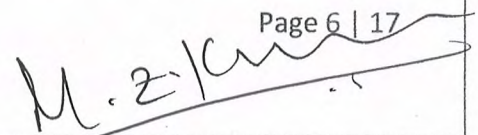
8. Termination

Either Party may terminate this MOU by giving the other Party a prior written notice of 90 (Ninety) days. However, post-termination, any ongoing batches need to be completed as per the agreement that is applicable at that point of time. No new batches can be started post-termination of the agreement.

9. Non-solicitation

Neither party shall, directly or indirectly, solicit, recruit, or induce any consultant or contract or regular employee of the other party to leave their employment during the term of this agreement and for a period of twelve (12) months thereafter.



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10. Force Majeure

The obligation, in whole or in part, by party hereunder will be suspended during the time and to the extent that such party is prevented from complying or performing therewith due to any event or circumstances beyond its control and without the fault or negligence of the affected party (which circumstance is hereinafter referred to as "Force Majeure"), including but not limited to floods, fire, storms, earthquakes, lockouts, lockdown, explosion, hostilities, war (whether declared or undeclared), acts of terrorism, civil disturbances, pandemic, epidemic, illegality arising from domestic or foreign laws or regulation, order of the state or central government, insurrections, quarantine or custom restrictions or other similar events which results in hindrance of the performance by the party of its obligations hereunder.

In the event any Force Majeure or related event occurs for a period of 15 consecutive days, it would be the obligation on the part of affected party to issue notice in writing to invoke this clause. Further, the party invoking this clause seeking deference or delay in performance of its obligation shall take appropriate steps to mitigate the loss in the manner as a person/party with ordinary prudence would do. However, neither party shall, by reasons of such event, be entitled to terminate this MOU, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and performance of obligations under this MOU shall be resumed as soon as practicable after such Force Majeure event has come to an end or ceased to exist.

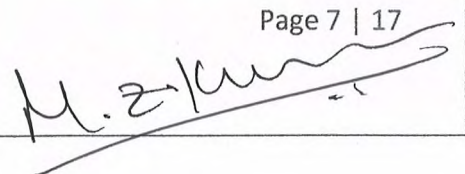
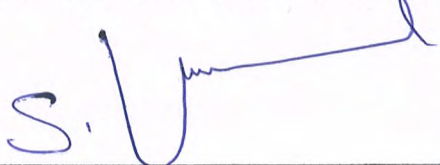
11. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.

This MoU and any matters arising out of or in connection with it shall be governed by, and shall be construed in accordance with, the laws of India. In the event of any claim or dispute arising out of or in connection with this MoU, including any question regarding its validity or termination, the Parties agree that prior to initiating any legal action they shall use reasonable endeavours to resolve any dispute by good faith negotiations. Each Party's senior representatives shall meet within 14 (fourteen) days of a request by either Party at a mutually convenient location to try to resolve any such claim or dispute. If the senior representatives of the Parties are for any reason unable to resolve the claim or dispute within 21 (twenty-one) days of their first meeting, the Parties shall refer the claim or dispute to arbitration. The arbitration proceedings will be conducted by a single arbitrator, mutually appointed by the parties, in accordance with provisions of the Arbitration and Conciliation Act, 1996 and the rules of the Arbitration & Conciliation Centre – Bengaluru (Domestic & International) set up by the High Court of Karnataka. The arbitration will be held in Bengaluru, India. The language for arbitration shall be English. The courts at Bengaluru, India shall have exclusive jurisdiction with respect to any claim or dispute arising hereunder.

12. CONFIDENTIALITY

Confidentiality. Each Party shall treat any data and information, whether written, oral or visual, disclosed to it or which comes into its possession or knowledge in connection with this MoU as confidential and shall not disclose the same to any others, except as may be required by law or as may be required to be disclosed on a 'need-to-know' basis for implementing this MoU. Both Parties shall ensure that its employees, personnel and supervisors abide by this obligation of confidentiality and if sought by the other Party, shall require such employees, personnel and supervisors to execute non-disclosure agreements to this effect.

Exceptions to Confidentiality. Information or materials shall not constitute Confidential Information if it is: (i) in the public domain through no fault of the receiving Party; (ii) known to the receiving Party prior to the time of disclosure by the disclosing Party; (iii) lawfully and rightfully disclosed to the receiving Party by a third



party having the right to disclose such information and without obligations of confidentiality; or (iv) developed by the receiving Party without reference to Confidential Information of the other Party.

Required Disclosures : Notwithstanding the confidentiality obligations, a Party may disclose the Confidential Information of the other Party if required or compelled by applicable law or legal process, rule, regulation, government requirement, court order or subpoena, provided that the receiving Party shall, to the extent permitted by law, promptly provide notice to the disclosing Party of such request or requirement so the disclosing Party may seek a protective order or other appropriate remedy.

Injunctive Relief. It is understood and agreed that in the event of a breach, money damages may not be an adequate remedy and the non-breaching Party shall be entitled to seek injunctive relief to restrain any such breach, threatened or actual, without the need to prove irreparable harm or otherwise post a bond or other security, in addition to any other remedies that may be available to the non-breaching Party under this Agreement, at law, in equity, or otherwise.

13. USE OF NAME, LOGO, MARKS

Each Party (as "Licensor") hereby grants to the other Party (as "Licensee"), during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free, limited license to use Licensor's name and logo ("Licensed Marks") solely in connection with marketing and promoting programs to Trainees and students.

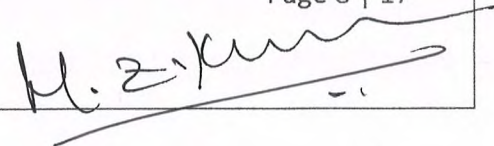
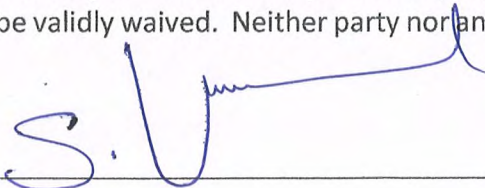
Licensee shall only use the Licensed Marks in a manner that is consistent with the reputation and prestige of such Licensed Marks, and in a commercially acceptable and responsible manner to protect the reputation of Licensor and such Licensed Marks. Licensee shall not: (i) modify Licensor's Licensed Marks or otherwise engage in any activity that may tarnish or damage the reputation or value of such Licensed Marks; or (ii) do, or omit to do, anything during or after the term of this Agreement that could adversely affect the validity or enforceability of such Licensed Marks or Licensor's right and title thereto, or that could otherwise impair or adversely affect the goodwill associated with any of such Licensed Marks. Licensee shall strictly comply with any guidance and instructions of Licensor as to use of the Licensed Marks that Licensor may provide from time to time. This includes, but is not limited to, proper placement, font, and coloring of the Licensed Marks websites and other permitted materials ("Permitted Materials").

Licensee acknowledges and agrees that Licensor shall retain exclusive ownership of all right, title, and interest in and to its Licensed Marks. Any and all use of the Licensed Marks by Licensee shall inure to the benefit of Licensor. Licensor shall not be under any obligation to maintain or renew, as applicable, registrations for any of its Licensed Marks. This Agreement does not grant or otherwise give Licensee any rights in or to the Licensed Marks, and Licensor reserves all rights not expressly granted to Licensee under this Agreement.

14. WARRANTIES; DISCLAIMER; LIMITATION OF LIABILITY.

Warranties. Each Party represents and warrants to the other Party that it is a duly organized, validly existing corporation (or other applicable business entity), in good standing and qualified to do business under the laws of the state, province, or country of its organization, and possessing all requisite power and authority, and any necessary licenses or permits, to execute and deliver this Agreement and to grant the rights granted by it, and to perform the obligations undertaken by it, in this Agreement.

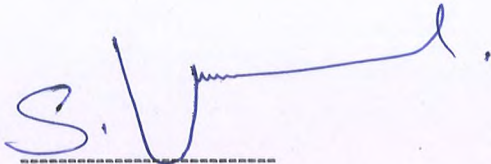
Disclaimer. The Parties disclaim all warranties, express or implied, including any implied warranties of merchantability or fitness for a particular purpose, except to the extent that any warranties implied by law cannot be validly waived. Neither party nor any of its Employees is authorized to make on behalf of the other



party any modifications, extensions, or additions to the limited warranties provided in this agreement; and neither party nor any of its Employees is authorized to make any modifications, extensions, or additions to the limited warranties provided in any other terms or conditions made available to any trainee from time to time.

15. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party, its affiliates, and its and their respective officers, directors, shareholders, employees, GGIRHRs, successors, and assigns from any and all third party claims, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to such Party's: (i) actual or alleged breach of this Agreement; (ii) violation of law; or (iii) gross negligence or wilful misconduct.



(Vijay Kumar Sheshadri)
Director, GGIRHR

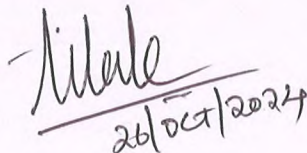
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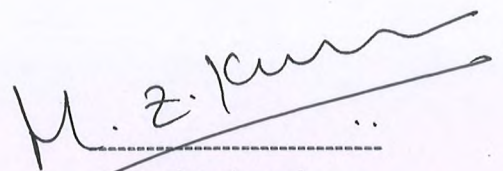


Witness:

Name: G. BHARAT CHANDRA TILAK

Signature:


26/10/2024



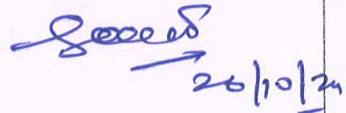
(Registrar)
Sri Siddhartha Academy of
Higher Education

Date: 26/10/24

Witness:

Name: DR. SONIKOP. M. B

Signature:


26/10/24



